

THE PITTSBURGH & LAKE ERIE RAILROAD COMPANY

GORDON E. NEUENSCHWANDER
EXECUTIVE VICE PRESIDENT
& GENERAL COUNSEL

G. EDWARD YURCON
ASSISTANT GENERAL COUNSEL

RICHARD A. PORACH
ATTORNEY

RECORDATION NO. 5880-A
Filed 1425

DEC 26 1979 - 1 50 PM

INTERSTATE COMMERCE COMMISSION
December 14, 1979

324 P&LE TERMINAL BUILDING
PITTSBURGH, PA 15219
PHONE (412) 261-3201

No. 3-300,190

Date DEC 26 1979

Fees \$ 10.00

ICC Washington, D. C.

Miss Agatha L. Mergenovich, Secretary
Interstate Commerce Commission
12th and Constitution Ave., N.W.
Washington, D. C. 20423

Dear Miss Mergenovich:

Enclosed for filing with the Commission pursuant to Section 11303(c) of the Interstate Commerce Act are one original and four copies of the following document:

Supplemental Agreement, dated as of November 26, 1979, by and between First Pennsylvania Bank, N.A. (successor to The First Pennsylvania Banking and Trust Company), and The Pittsburgh and Lake Erie Railroad Company, supplementing Equipment Trust Agreement, dated as of November 15, 1970, said agreement having been recorded with the Interstate Commerce Commission on November 23, 1970, and assigned Recordation No. 5880.

Also enclosed is voucher in the amount of \$10.00, payable to the Treasurer of the United States, to cover the recording fee prescribed by the Commission in its rules and regulations.

Please acknowledge receipt at your earliest convenience by stamping and returning to me three copies of the document.

Very truly yours,

Gordon E. Neuenschwander

encs.

Enclosed

Interstate Commerce Commission

Washington, D.C. 20423

12/26/79

OFFICE OF THE SECRETARY

**Gordon E. Neuenschwander
The Pittsburgh & Lake RR.Co.
324 P&LE Terminal Bldg.
Pittsburgh,PA.15219**

**Dear
Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **12/26/79** at **1:50pm**, and assigned recordation number(s). **5880-A**

Sincerely yours,

Agatha L. Mergevich
**Agatha L. Mergevich
Secretary**

Enclosure(s)

**SE-30
(7/79)**

DEC 26 1979-1 50 PM

INTERSTATE COMMERCE COMMISSION

This SUPPLEMENTAL AGREEMENT, dated as of November 15, 1979, by and between FIRST PENNSYLVANIA BANK, N.A. (Successor to The First Pennsylvania Banking and Trust Company), a corporation organized under the banking laws of the Commonwealth of Pennsylvania, as Trustee under Pittsburgh and Lake Erie Railroad Equipment Trust, Series 1970A, hereinafter called the "Trustee", and

THE PITTSBURGH AND LAKE ERIE RAILROAD COMPANY, a corporation duly organized and existing under the laws of the State of Delaware, hereinafter called the "Company".

W I T N E S S E T H :

WHEREAS, by an Equipment Trust Agreement dated as of November 15, 1970, by and between the Trustee and the Company, constituting the Pittsburgh and Lake Erie Railroad Equipment Trust, Series 1970A (hereinafter called the "Agreement"), there was leased to the Company certain rebuilt railroad equipment more fully described in the Agreement; and

WHEREAS, the Agreement constituting said Trust, was, in accordance with the provisions thereof, duly filed and recorded in the Office of the Interstate Commerce Commission, Washington, D.C. pursuant to provisions of Section 20c of the Interstate Commerce Act, as amended, on November 23, 1970, and assigned Recordation No. 5880; and

WHEREAS, there is now certain equipment as described in Schedule A attached hereto subject to the lien of said Trust which is no longer needed for use by the Company, and

the Company has requested the Trustee to release said equipment from said lien and to accept other equipment of comparable value in lieu thereof; and

WHEREAS, there being no event of default existing, the Company will cause to be sold, assigned, transferred, and set over unto the Trustee, subject to all the terms and conditions of the Agreement, substitute equipment as described in Schedule B hereto, the aggregate estimated fair value of which is equal to or in excess of the aggregate fair value of that equipment to be released from the Agreement.

NOW, THEREFORE, in consideration of the premises and the sum of One (\$1.00) Dollar and other good and valuable consideration, the parties agree as follows:

1. The Company hereby agrees to sell, assign, transfer and set over unto Trustee, under the Bill of Sale in the form attached hereto as Schedule C, subject to all of the terms and conditions of the Agreement, substitute equipment described in Schedule B hereto, having an aggregate estimated fair value equal to or in excess of the aggregate fair value of the equipment described in Schedule A hereto.

2. Trustee hereby releases from the operation of the terms of the Pittsburgh and Lake Erie Equipment Trust, Series 1970A, the equipment described on Schedule A hereto, and hereby leases to the Company in substitution therefor, under and subject to all the terms and conditions of the Agreement, the equipment described in Schedule B hereto.

3. Company hereby agrees to accept and hold the equipment described in Schedule B under and subject to all the provisions of the Agreement, and to be bound by and to perform, with respect to said equipment, all of the applicable covenants of the Agreement.

4. The Company represents that as of the date of this Supplemental Agreement, the equipment described in Schedule B hereto shall be marked in accordance with the provisions of Section 4.6 of the Agreement.

5. Except as provided hereinabove, the Agreement is, in all respects, ratified and confirmed and all the terms, conditions and provisions thereof shall be and will remain in full force and effect.

6. The Company will cause this Supplemental Agreement to be filed and recorded in the Office of the Interstate Commerce Commission pursuant to the provisions of 49 U.S.C. Section 11303 (formerly Section 20c of the Interstate Commerce Act, as amended), and will furnish to Trustee a certificate or other evidence satisfactory to the Trustee of such filing and recording.

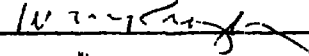
7. This Supplemental Agreement may be simultaneously executed in several counterparts each of which shall be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Supplemental Agreement to be signed in their respective corporate names by their respective officers thereunto duly authorized, and their respective corporate seals to be hereunto affixed and duly attested as of the day and year first above written.

ATTEST:

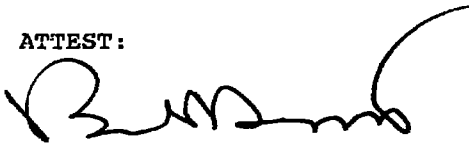
FIRST PENNSYLVANIA BANK, N.A.
(Successor to The First Pennsylvania Banking and Trust Company)



By 

ATTEST:

THE PITTSBURGH AND LAKE ERIE
RAILROAD COMPANY



Secretary

By 

Executive Vice President

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF ALLEGHENY)

On this 27th day of November, 1979, before me personally appeared G.E. NEUENSCHWANDER, to me personally known, who being by me duly sworn, says that he is the Executive Vice President of THE PITTSBURGH AND LAKE ERIE RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Donald E. Miller
Notary Public

(Seal)

My Commission Expires: June 20, 1982

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF Philadelphia)

On this 30th day of November, 1979, before me personally appeared William K. Kline, to me personally known, who being by me duly sworn, says that he is Vice President of FIRST PENNSYLVANIA BANK, N.A. (successor to The First Pennsylvania Banking and Trust Company), that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Lynn M. Atkinson
Notary Public
LYNN M. ATKINSON
Notary Public
1512 Locust Street, Philadelphia, PA 19102

(Seal)

My Commission Expires:

SCHEDULE A

TRUST EQUIPMENT TO BE RELEASED FROM TRUST

<u>No. of Units</u>	<u>Description</u>	<u>P&LE</u> <u>Reporting Nos.</u>
46	50' 55-ton rebuilt	25551 25701
	boxcars with 10'	25563 25702
	doors and roller	25566 25722
	bearings	25569 25735
		25575 25737
		25582 25744
		25587 25752
		25592 25761
		25597 25764
		25614 25777
		25632 25780
		25641 25787
		25647 25800
		25653 25812
		25654 25815
		25669 25821
		25680 25825
		25683 25833
		25685 25836
		25689 25838
		25695 25862
		25696 25873
		25698 25903

SCHEDULE B

SUBSTITUTE EQUIPMENT TO BE INCLUDED IN THE TRUST

<u>No. of Units</u>	<u>Description</u>	<u>Reporting Nos.</u>
12	100-ton 52'6" fixed end gondola cars	P&LE 46563 - 46574 (both inclusive)